

BALL JANIK LLP

AUG 30 '02 7:58 PM

A T T O R N E Y S

SURFACE TRANSPORTATION BOARD

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

lgitomer@bjllp.com

August 30, 2002

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the six originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Assignment and Assumption Agreement, a secondary document, dated as of August 30, 2002. The primary document to which this is connected is recorded under Recordation No. 18911. We request that one copy of this document be recorded under Recordation No. 18911-G.

The names and addresses of the parties to the Partial Assignment and Assumption Agreement are:

Assignor:

Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Assignee:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, OH 45263

A description of the equipment covered by the Partial Assignment and Assumption Agreement consists of 25 covered hopper cars numbered AMIX 5000-5024, inclusive, and 191 tank cars numbered SYRX 200087-200091, inclusive, 200095, 200097, 200098, 200100, 200103, 200104, 200108, 200111, 200115-200119, inclusive, 200121-200123, inclusive, 200125, 200127-200129, inclusive, 200131-200133, inclusive, 200135-200140, inclusive,

BALL JANIK LLP

Honorable Vernon A. Williams
August 30, 2002
Page 2

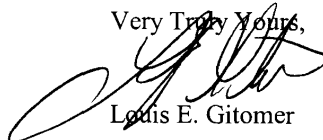
200142, 200145-200151, inclusive, 200155-200202, inclusive, 200204-200226, inclusive, 200228-200247, inclusive, 200249-200262, inclusive, 200264-200266, inclusive, 200268-200270, inclusive, 200275, 200276, 200278-200280, inclusive, 200282-200287, inclusive, 200290-200293, inclusive, 200296, 200297, 200299-200301, inclusive, 200303, 200304, 200308, 200310, 200311, 200314, 200315, 200318, 200324, 200328, 200330-200333, inclusive, 200335, 200347, 200351, and 200353.

A fee of \$ 30.00 is enclosed. Please return five originals to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Partial Assignment and Assumption Agreement between Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and The Fifth Third Leasing Company, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering 25 covered hopper cars numbered AMIX 5000-5024, inclusive, and 191 tank cars numbered SYRX 200087-200091, inclusive, 200095, 200097, 200098, 200100, 200103, 200104, 200108, 200111, 200115-200119, inclusive, 200121-200123, inclusive, 200125, 200127-200129, inclusive, 200131-200133, inclusive, 200135-200140, inclusive, 200142, 200145-200151, inclusive, 200155-200202, inclusive, 200204-200226, inclusive, 200228-200247, inclusive, 200249-200262, inclusive, 200264-200266, inclusive, 200268-200270, inclusive, 200275, 200276, 200278-200280, inclusive, 200282-200287, inclusive, 200290-200293, inclusive, 200296, 200297, 200299-200301, inclusive, 200303, 200304, 200308, 200310, 200311, 200314, 200315, 200318, 200324, 200328, 200330-200333, inclusive, 200335, 200347, 200351, and 200353.

Very Truly Yours,



Louis E. Gitomer

Enclosures

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (the "Assignment") is entered into as of this 30th day of August, 2002, between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation (as successor in interest to Pitney Bowes Credit Corporation), as assignor (the "Assignor"), and The Fifth Third Leasing Company, as assignee (the "Assignee").

WHEREAS, Assignor is party to that certain master lease and schedules 001, 002, 003, 004 and 005 (collectively, the "Lease Agreement") with Minnesota Corn Processors, as lessee (the "Lessee"), which is described and defined on Exhibit A attached hereto, whereby, among other things, Assignor leased to Lessee that certain railcar(s), which are also described on Exhibit A attached hereto and defined collectively as the "Railcars," and as more specifically described in the Lease Agreement.

WHEREAS, pursuant to that certain Purchase Agreement dated as of August 30, 2002 among Assignor and Assignee and the other parties thereto, Assignor has agreed to sell, transfer and assign to Assignee, among other things, all of its right, title and interest in and to the Railcars and the Lease Agreement as set forth herein.

WHEREAS, the parties desire to reflect the partial assignment and assumption of the Lease Agreement as to the Railcars on the records of the Surface Transportation Board and are entering into this Assignment for that purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreement relates to and covers the Railcars, and all documents, agreements and instruments executed and delivered pursuant thereto, and Assignee does hereby accept the foregoing sale, assignment, conveyance and transfer of all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreement relates to and covers the Railcars, as to all time periods from and after the date of this Assignment, and agrees and confirms for the benefit of Assignor and Lessee that Assignee shall be a party to the Lease Agreement as the "Lessor" thereunder with regard to the Railcars, and agrees to assume and be bound by all the terms and undertake all of the obligations of the Assignor contained therein.

2. Notwithstanding the assignment and assumption contained above in Section 1, Assignor and Assignee hereby understand and agree that the master lease between Assignor and Lessee, which is described on Exhibit A attached hereto (the "Master Lease") is only partially assigned hereunder by Assignor to Assignee, with

RECORDATION NO. 18911-G FILED

AUG 30 '02

1:58 PM

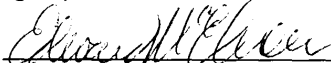
such assignment of the Master Lease being only insofar as the Master Lease relates to the Railcars.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. This Assignment shall run to the benefit of, and be binding upon, the successors and assigns of Assignor and Assignee.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.

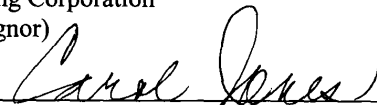
This Assignment is duly executed by Assignor and Assignee on the date first above written.

The Fifth Third Leasing Company
(Assignee)

By: 

Title: Vice President

Banc of America Leasing & Capital, LLC,
As successor by merger to NationsBanc
Leasing Corporation
(Assignor)

By: 

Title: CAROL JONES
VICE PRESIDENT

EXHIBIT A

The Lease Agreement

Master Equipment Lease Agreement dated June 1, 1994 between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation (as successor in interest to Pitney Bowes Credit Corporation), as lessor, and Minnesota Corn Processors, as lessee, recorded with the Surface Transportation Board (the "STB") on July 22, 1994, Number 18911, Schedule Number 001 dated July 21, 1994 to Master Equipment Lease Agreement recorded with the STB July 22, 1994, Number 18911-B, Schedule Number 002 dated July 21, 1994 to Master Equipment Lease Agreement recorded with the STB July 22, 1994, Number 18911-C, Schedule Number 003 dated July 21, 1994 to Master Equipment Lease Agreement recorded with the STB July 22, 1994, Number 18911-D, Schedule Number 004 dated July 21, 1994 to Master Equipment Lease Agreement recorded with the STB July 22, 1994, Number 18911-E, and Schedule Number 005 dated July 21, 1994 to Master Equipment Lease Agreement recorded with the STB July 22, 1994, Number 18911-F.

The Railcars

See Schedule I attached hereto.

Schedule I

Forty-eight (48) 17,574 gallon railroad tank cars, DOT111A100W3, manufactured in 1994 by Trinity Industries, Inc., with the following running numbers:

SYRX:

200140, 200161, 200164, 200165, 200169, 200123, 200128, 200137, 200142, 200104, 200146, 200122, 200145, 200166, 200182, 200185, 299195, 200196, 200198, 200202, 200206, 200156, 200108, 200135, 200087, 200139, 200091, 200129, 200095, 200160, 200168, 200193, 200208, 200235, 200238, 200241, 200243, 200256, 200159, 200187, 200214, 200090, 200103, 200125, 200088, 200089, 200127, 200155.

Forty-five (45) 17,574 gallon railroad tank cars, DOT 111A100W3, manufactured in 1994 by Trinity Industries, Inc., with the following running numbers:

SYRX:

200287, 200290, 200292, 200296, 200297, 200299, 200300, 200301, 200303, 200304, 200308, 200310, 200311, 200314, 200315, 200318, 200324, 200328, 200330, 200331, 200332, 200333, 200335, 200347, 200351, 200353, 200212, 200218, 200183, 200174, 200213, 200224, 200237, 200119, 200133, 200189, 200175, 200170, 200178, 200190, 200194, 200100, 200117, 200111, 200121.

Fifty (50) 17,574 gallon railroad tank cars, DOT111A100W3, manufactured in 1994 by Trinity Industries, Inc., with the following running numbers:

SYRX:

200116, 200118, 200131, 200138, 200148, 200150, 200157, 200171, 200176, 200180, 200186, 200188, 200192, 200199, 200201, 200205, 200207, 200210, 200211, 200215, 200217, 200219, 200220, 200222, 200225, 200228, 200229, 200234, 200239, 200240, 200242, 200246, 200247, 200249, 200250, 200251, 200254, 200255, 200257, 200258, 200259, 200262, 200264, 200265, 200266, 200276, 200278, 200282, 200284, 200286.

Twenty-five (25) 5125 CF Power Flow covered hopper railcars, manufactured in 1994 by Trinity Industries, Inc. with the following reporting marks:

Running number AMIX-5000 THROUGH 5024

Forty-eight (48) 17,574 gallon railroad tank cars, DOT111A100W3, manufactured in 1994 by Trinity Industries, Inc., with the following running numbers:

SYRX:

20097, 200151, 200167, 200291, 200200, 200136, 200181, 200149, 200191, 200177, 200230, 200163, 200197, 200216, 200115, 200204, 200221, 200236, 200244, 200245, 200252, 200261, 200280, 200293, 200283, 200209, 200162, 200172, 200147, 200098, 200132, 200158, 200231, 200232, 200233, 200226, 200223, 200285, 200179, 200173, 200184, 200260, 200268, 299275, 200279, 200253, 200269, 200270.

State of Georgia

County of Dekalb

On this 23rd day of August, 2002, before me, Gail Beall the undersigned Notary Public, personally appeared Carol Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C. Beall
Notary Public for _____
My Commission expires March 20, 2005

State of OHIO
County of Hamilton

On this 28th day of August, 2002, before me, Thomas J. Merkle the undersigned Notary Public, personally appeared EDWARD McELVEEN personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Thomas J. Merkle
Notary Public for _____
My Commission expires _____
THOMAS J. MERKLE
Notary Public, State of Ohio
My Commission Expires Dec. 10, 2006